

## **Amendment 359**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 359 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17<sup>TH</sup> day of NOVEMBER, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to replace a cradle chip in Pierce Transit Bus 257. This work is performed per Change Request *CR-12058 PT Bus 257 Cradle Chip v1.0* as approved by Pierce Transit on November 9, 2015.
- C. The Parties agree that the Work necessary to complete this change will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

The Contractor will provide the services of a qualified Field Service Technician. The Contractor will:

- 1.1 Send a qualified Field Service Technician on-site to troubleshoot, repair or replace, and test Cradle Chip on Bus 257.

### **Section 2.0 Schedule**

- 2.1 The Work described in Section 1.0 will be completed no later than Friday, November 13, 2015.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 3.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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Replace or repair, and test cradle chip in Pierce Transit bus 257.	
<b>TOTAL</b>	<b>\$373</b>

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Fifty Nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### Vix Technology (USA) Inc.

By: [Signature]  
Its: General Manager  
Date: 11/17/15

#### The Agencies

By: [Signature]  
Their: ORCA Operations Manager  
On behalf of the Agencies  
Date: 11/17/15